LANDLORD AND TENANT—LEASE—CREATION OF LIEN.—BRADFORD ET AL v. ROBERTS, 104 PAC. 391 (COLO.).—*Held,* that a lease on a farm, giving the lessor a share of the crops and the right, on the lessee's failing to do the necessary work, to do it himself and deduct the value thereof from the lessee's share of the crops, does not create a lien for the value of such labor in the lessor's favor, and a chattel mortgage of the lessee on his interest is good as against the lessor.

The landlord's lien on crops for rent and advances is created by a lease of lands to be cultivated for a specific portion of the crops. Where by the lease the lessee is to gather and deliver the lessor's share to him, but fails, and the lessor does the necessary work, he has a lien for so doing. *Secrest v. Stivers,* 35 Ia. 580. But a lease contract, providing that no grain should be sold or removed by the lessee, but such as remained should be bought by the lessor, gives the latter no lien which he can enforce against a *bona fide* mortgagee of the hay crop, without notice of the terms of the lease. *Marshall et al v. Luiz et al,* 115 Cal. 622. And a lease giving landlord first lien on the property of lessee as security for rent is, in effect, a chattel mortgage, and if unrecorded gives a title inferior to that created by an assignment for the benefit of lessee's creditors. *Packard v. Chicago Title & Trust Co.,* 67 Ill. App. 598. Nor does a provision that lessee shall dispose of no produce until payment of the rent and other items, reserve a lien, and the produce may be attached as the property of the lessee. *Beers v. Field,* 69 Vt. 533.

LANDLORD AND TENANT—LIABILITY FOR RENT—DESTRUCTION OF BUSINESS.—O'BYRNE V. HENLEY, 50 So. 83 (ALA.).—If the premises are leased for the purpose of carrying on a certain business and such business is totally destroyed, it is analogous to a physical destruction of the premises, and the liability of the tenant to pay rent ceases.

The common law rule was that the tenant was liable for rent even though the premises were destroyed by an unforeseen or inevitable accident, or by an act of the public enemy, unless otherwise stipulated. Taylor on *Landlord and Tenant,* Sect. 377. However, where there was a stipulation that the tenant should not be liable for rents if the premises or business should be destroyed by such causes, it was held that acts of the law were not included in this stipulation, but must be expressly stipulated in order to be effective. *Abadie v. Berges,* 41 La. Ann. 281. It is pretty well established that liability for rent does not cease because of an interference by law subsequent to the lease, unless expressly provided. *McLarren v. Spalding,* 2 Cal. 510; *Nichols v. Byrne,* 11 La. 170. And this is true even though such law is passed before the commencement of the term. *Kerley v. Mayer,* 31 N. Y. Supp. 818. When the interference with the beneficial enjoyment is through no fault of the lessor, but through acts of private persons, there is still liability for rent. *Birch v. Favilla,* 101 N. Y. Supp. 970. But, upon the other hand, if the interference with or destruction of the beneficial interest to the tenant is by the lessor, the tenant may abandon the premises and have a good defense against a claim for rent. *O'Neil v. Manget,* 44 Mo. App. 279; *Myers v. Bernstein,* 104 N. Y. Supp. 348. Yet

there is no such defense if the tenant does not abandon the premises after such constructive eviction. *Higbie Co. v. Weeghman Co.*, 126 Ill. App. 97. And to be justified in abandoning, the interference must be persisted in and continued at the time of abandonment. *Ryan v. Jones*, 20 N. Y. Supp. 842.

LIBEL AND SLANDER—HOLDING PUBLIC OFFICIAL UP TO REPROACH.—CHURCH V. NEW YORK TRIBUNE ASS'N., 118 N. Y. SUPP. 626.—It was *held* to be libelous *per se* if a publication fairly imputed that a public officer was guilty of shirking and disregarding his duties, thereby holding him up to reproach and ridicule.

The general rule is, that words are actionable *per se* which impute to an official a wilful neglect of duty. *Scougale v. Sweet*, 124 Mich. 311. It is even stronger evidence of a libel *per se* if this neglect is characterized as being culpable and from improper motives. *Larabee v. Minn. Tribune Co.*, 36 Minn. 141. And whether the publication amounts to a criminal charge or not, as long as it tends to bring another into ridicule or disgrace, it is actionable *per se*. *Washington Times Co. v. Downey*, 26 App. D. C. 258. But to render such words actionable at all, they must be published during his term of office. *McKee v. Wilson*, 87 N. C. 300. *Contra*: *Russell v. Anthony*, 21 Kans. 450. And in determining whether the language is libelous *per se*, it should be construed as a whole and its ordinary meaning given to it. *Daily v. N. Y. Herald Co.*, 151 Fed. 114. No criticism of a person holding a public office is libelous unless it is malicious. Townsend on *Slander and Libel*, Sect. 254. Thus, if the words are published in good faith and in the belief that they are true, public policy exempts one from liability. *Bearce v. Bass*, 88 Me. 521.

MUNICIPAL CORPORATIONS—POLICE POWER—ORDINANCES—VALIDITY.—STATE V. PERRY, 65 S. E. 915 (N. C.).—*Held*, that under its police power to protect the public health, a city may establish and control public markets at which perishable food, such as fresh fish, shall be sold, and may prohibit the vending by retail of such perishable food except at the public markets.

The right to establish markets has been treated as a branch of the sovereign power. *Bowling Green v. Carson*, 10 Bush. 64 (Ky.); *Cougot v. City of New Orleans*, 16 La. Ann. 21. Still, in other jurisdictions, cities are given power under their charters to establish markets. *St. John v. City of New York*, 13 N. Y. Super. Ct. 315. On the other hand, the right of regulating markets is necessarily a municipal police power. *City of New Orleans v. Morris*, 3 Woods C. C. 107 (La.). But an ordinance regulating the same may be declared void for unreasonableness, where it is oppressive, unequal, unjust, or altogether unreasonable. *City of Lamar v. Weidman*, 57 Mo. App. 507. In *Village of Buffalo v. Webster*, 10 Wend. 99 (N. Y.), it was held that a by-law, that meat should not be sold except at a designated place, was good, not being a restraint of the right to sell meat, but a regulation of that right. Likewise the city of New Orleans may prohibit the sale of oysters in the city, except at certain designated stands. *Morano v. City of New Orleans*, 2 La. 217. In *Jack-*